

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ROSANGEL GALVEZ,

Plaintiff,

v.

Case No. 1:20-cv-06207

TRUEACCORD CORP.,

Defendant.

COMPLAINT

NOW COMES Plaintiff, ROSANGEL GALVEZ, through undersigned counsel, complaining of Defendant, TRUEACCORD CORP., as follows:

NATURE OF THE ACTION

1. This action is seeking redress for Defendant's violation(s) of the Fair Debt Collection Practices Act (the "FDCPA"), 15 U.S.C. § 1692 *et seq.*

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

3. Venue in this district is proper under 28 U.S.C. § 1391(b)(2).

PARTIES

4. ROSANGEL GALVEZ ("Plaintiff") is a natural person, over 18-years-of-age, who at all times relevant resided at 835 West Heritage Drive, Apartment 2, Addison, Illinois 60101-3284.

5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

6. TRUEACCORD CORP. ("Defendant") is a corporation organized and existing under the laws of the state of Delaware.

7. Defendant has its principal place of business at 303 2nd Street, Suite 750, San Francisco, California 94107.

8. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).¹

9. Defendant uses instrumentalities of interstate commerce and the mail in its business – the principal purpose of which is the collection of debt owed or due or asserted to be owed or due another.

FACTUAL ALLEGATIONS

10. Plaintiff applied for a Milestone Mastercard®.

11. Upon approval, The Bank of Missouri issued Plaintiff an account bearing an account number ending in 8168.

12. Plaintiff activated this card and began using her card for personal and household purchases.

13. Over time, Plaintiff made \$615.19 in charges to this card.

14. However, Plaintiff's financial situation changed, Plaintiff defaulted on payments, and Plaintiff's \$615.19 balance was charged-off and referred for collection.

15. On August 31, 2020, Plaintiff filed a voluntary petition for relief under Chapter 7, Title 11, United States Code.

16. The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, garnish wages,

¹ "TrueAccord is a debt collection company started by people who had experienced bad treatment in the debt collection process. We recognized an opportunity to build a system to fundamentally change debt collection, so we created TrueAccord to turn collections into a recovery and reconciliation process." <https://consumers.trueaccord.com/> (last accessed October 19, 2020)

assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtor by mail, phone, or otherwise.

17. Defendant sent Plaintiff an e-mail, dated September 5, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Sat, Sep 5, 2020 at 4:31 PM

Subject: It's time to work together.

To: Rosangel Galvez legnasor81@gmail.com

Your balance of \$615.19 with Orion Portfolio Services, LLC (current creditor of your original Bank of Missouri/Milestone MC account) is unresolved.

We are here to help you resolve this. Take a moment to [pay this balance](#) online.

[Pay My Balance](#)

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

19. Defendant sent Plaintiff an e-mail, dated September 9, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Wed, Sep 9, 2020 at 11:05 AM

Subject: Rosangel, this requires attention.

To: Rosangel Galvez legnasor81@gmail.com

Additional details provided.

Your balance of \$615.19 originally owed to Bank of Missouri/Milestone MC but now owned by Orion Portfolio Services, LLC is an important obligation.

Rosangel, you need to take steps to [resolve this matter](#).

We have a number of options to help you resolve this balance.

[Pay My Balance](#)

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

20. Defendant sent Plaintiff an e-mail, dated September 16, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com
Date: Wed, Sep 16, 2020 at 1:01 PM
Subject: Your future self will thank you.
To: Rosangel Galvez legnasor81@gmail.com

You'll be happy you did this.

Take a small step today and you'll have less to worry about tomorrow.

Rosangel Galvez, we know your cash-flow is tight right now and you can't pay your full balance today. If you commit to a [payment plan](#) now, it'll make it easier to plan your expenses in future months.

You don't want to keep worrying about this, so let's just take care of it.

[Plan for tomorrow](#)

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

21. Defendant sent Plaintiff an e-mail, dated September 21, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com
Date: Mon, Sep 21, 2020 at 1:34 PM
Subject: Today is a good day, but tomorrow could be great!
To: Rosangel Galvez legnasor81@gmail.com

I think today is the day.

Today is a good day, but tomorrow could be great!

You accrued [this balance](#) awhile ago with Orion Portfolio Services, LLC (current creditor of your original Bank of Missouri/Milestone MC account). The balance is now outstanding.

Today is the right day to pay this balance. Just think, you could wake up tomorrow without this debt in your life!

It's time to pay

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

22. Defendant sent Plaintiff an e-mail, dated September 25, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Fri, Sep 25, 2020 at 7:11 PM

Subject: Make today a great one!

To: Rosangel Galvez legnasor81@gmail.com

Rosangel, we have been trying to help you for a while, and still want to help.

You may have a valid reason that you are not paying [your outstanding balance](#). We are trying to be helpful.

You can help by getting in touch, or you can take [a step](#) towards resolving this matter by clicking the button below.

We are here to help you, so don't hesitate to get in touch

Take a small step

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

23. Defendant sent Plaintiff an e-mail, dated September 29, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Tue, Sep 29, 2020 at 10:35 AM

Subject: Rosangel Galvez, you would if you could

To: Rosangel Galvez legnasor81@gmail.com

At least, I think you would.

Rosangel, share your story with us. We're here to help.

At TrueAccord, we understand that money might be tight right now. Just tell us about your circumstances or set up a [payment plan](#) that works for you.

Even if you can't pay, we need to hear from you soon

Do what you can

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

24. Defendant sent Plaintiff an e-mail, dated October 2, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Fri, Oct 2, 2020 at 1:58 PM

Subject: Rosangel Galvez, One Option to Control Your Cashflow

To: Rosangel Galvez legnasor81@gmail.com

Manage your cashflow.

It can be tough to manage your cash flow when money is tight or when you're juggling many obligations.

Dear Rosangel Galvez, one way to handle these [difficult situations](#) is to spread out your financial responsibilities over a longer period of time, and to set aside money in advance for these planned payments.

At TrueAccord, we offer convenient [payment plans](#) that allow you to split up your repayment on a schedule that works for you.

This will make it simple to pay off [your obligation](#) to Orion Portfolio Services, LLC (current creditor of your original Bank of Missouri/Milestone MC account).

Set Up A Payment Plan

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

25. Defendant sent Plaintiff an e-mail, dated October 5, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Mon, Oct 5, 2020 at 2:28 PM

Subject: Here's what we can do for you

To: Rosangel Galvez legnasor81@gmail.com

We're prepared to help you.

Let's deal with this.

How do you intend to resolve your outstanding bill with Orion Portfolio Services, LLC (current creditor of your original Bank of Missouri/Milestone MC account)? You have a few options:

- [Pay your outstanding balance](#) in full.
- Ask for a [payment plan](#).
- [Report any dispute](#) you have with Bank of Missouri/Milestone MC and Orion Portfolio Services, LLC
- Don't know who we are? [Read our FAQ](#).

Make the right decision! Talk to us today.

Here are the details:

Current creditor:	Orion Portfolio Services, LLC
Original creditor:	Bank of Missouri/Milestone MC
Balance due:	\$615.19
Original creditor account ending in:	8168

[RESOLVE NOW](#)

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

26. Defendant sent Plaintiff an e-mail, dated October 8, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com
Date: Thu, Oct 8, 2020 at 5:00 PM
Subject: We need your attention, Rosangel.
To: Rosangel Galvez legnasor81@gmail.com

This is your responsibility.

We've been trying to help you for weeks.

Rosangel, we have been emailing you but you have not responded. Your balance with Orion Portfolio Services, LLC (current creditor of your original Bank of Missouri/Milestone MC account) is still outstanding.

We're reaching out to you again to help you set up a payment plan using our self-serve online tools – you don't have to talk to anyone.

But if you want to talk, give us a call at (866) 611-2731.

Take the first step today.

[Resolve your debt](#)

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

27. Defendant sent Plaintiff an e-mail, dated October 12, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Mon, Oct 12, 2020 at 8:04 AM

Subject: Attention: It's so simple to solve this

To: Rosangel Galvez legnasor81@gmail.com

It's a very simple process.

You can resolve this matter with Orion Portfolio Services, LLC (current creditor of your original Bank of Missouri/Milestone MC account) hassle-free.

Rosangel, we have made this process simple for you. In a matter of minutes, you can pay or [design a custom payment plan](#).

It's up to you to act and you can clear your balance today. But we need you to [take a step](#) soon.

[Do The Simple Thing](#)

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

28. Defendant sent Plaintiff an e-mail, dated October 15, 2020, which stated:

From: Nolan Davis nolan@notify.trueaccord.com

Date: Thu, Oct 15, 2020 at 10:40 AM

Subject: We're reaching out. We're making an effort, give us a chance.

To: Rosangel Galvez legnasor81@gmail.com

Rosangel,

Our efforts to inform you of your outstanding balance of \$615.19 with Orion Portfolio Services, LLC (current creditor of your original Bank of Missouri/Milestone MC account) should not be disregarded. This is an important matter and we're here to help. We have flexible payment options available to you.

[Make a payment today or view your options.](#)

Please reply to this email if you have any questions or concerns or would like to talk about what options work best for you.

Sincerely,
Nolan Davis
TrueAccord
1 (866) 611-2731

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

29. These e-mails are “communications” as defined by 15 U.S.C. § 1692a(2).
30. Plaintiff’s \$615.19 balance with Orion Portfolio Services, LLC is a “debt” as defined by 15 U.S.C. § 1692a(5).

DAMAGES

31. The automatic stay is *one of the fundamental debtor protections provided by the bankruptcy laws*. It gives the debtor a breathing spell from her creditors. It stops all collection efforts, all harassment, and all foreclosure actions. It permits the debtor to attempt a repayment or reorganization plan, or simply to be relieved of the pressures that drove her into bankruptcy.

32. Without question, Defendant's unlawful conduct deprived Plaintiff of one of her fundamental rights and led Plaintiff to believe her bankruptcy was for naught, causing anxiety, concern, and emotional distress.

33. Concerned with having had her rights violated, Plaintiff was forced to retain counsel; therefore, expending time and incurring attorney's fees to vindicate her rights.

CLAIMS FOR RELIEF

COUNT I:

Defendant's violation(s) of 15 U.S.C. § 1692 *et seq.*

34. All paragraphs of this Complaint are expressly adopted and incorporated herein as though fully set forth herein.

Violation of 15 U.S.C. § 1692e

35. Section 1692e provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section.

(2) The false representation of –

(A) the character, amount, or legal status of any debt.

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

36. Each e-mail to Plaintiff asserted that Plaintiff's \$615.19 balance with Orion Portfolio Services, LLC was due and demanded that Plaintiff pay the debt.

37. But at the time the Letter was sent, Plaintiff's \$615.19 balance with Orion Portfolio Services, LLC was not due because that debt had been included in Plaintiff's Chapter 7 bankruptcy.

38. It seems clear, then, that each e-mail misrepresented the legal status of Plaintiff's \$615.19 balance with Orion Portfolio Services, LLC, and used false representation(s) to collect or attempt to collect Plaintiff's debt in violation of 15 U.S.C. §§ 1692e(2)(A) and e(10). *See Randolph v. IMBS, Inc.*, 368 F.3d 726, 728 (7th Cir. 2004) ("[A] demand for immediate payment while a debtor is in bankruptcy (or after the debt's discharge) is 'false' in the sense that it asserts that money is due, although, because of the automatic stay (or discharge injunction), it is not.")

Violation of 15 U.S.C. § 1692f

39. Section 1692f provides:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

40. The filing of a bankruptcy petition automatically stays "any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title." 11 U.S.C. § 362(a)(6).

41. Defendant violated 15 U.S.C. § 1692f(1) by attempting to collect debt (Plaintiff's \$615.19 balance with Orion Portfolio Services, LLC) not permitted by 11 U.S.C. § 362(a)(6).

42. Plaintiff may enforce the provisions of 15 U.S.C. §§ 1692e(2)(A), e(10) and f(1) pursuant to section k of the Fair Debt Collection Practices Act (15 U.S.C. § 1692k) which provides "any debt collector who fails to comply with any provision of [the Fair Debt Collection Practices Act] with respect to any person is liable to such person in an amount equal to the sum of –

- (1) any actual damage sustained by such person as a result of such failure;
- (2)

- (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000.00; or
- (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with reasonable attorney's fees as determined by the court.

WHEREFORE, Plaintiff requests the following relief:

- A. find that Defendant violated 15 U.S.C. §§ 1692e(2)(A), e(10) and f(1);
- B. award any actual damage sustained by Plaintiff as a result of Defendant's violation(s) pursuant to 15 U.S.C. § 1692k(a)(1);
- C. award such additional damages, as the Court may allow, but not exceeding \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- D. award costs of this action including expenses together with reasonable attorneys' fees as determined by this Court pursuant to 15 U.S.C. § 1692k(a)(3); and
- E. award such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

DATED: October 19, 2020

Respectfully submitted,

ROSANGEL GALVEZ

By: /s/ Joseph S. Davidson

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